

AL-MAJALLA AL AHKAM AL ADALIYYAH (The Ottoman Courts Manual (Hanafi))

BOOK VI. TRUST AND TRUSTEESHIP.

INTRODUCTION

TERMS OF ISLAMIC JURISPRUDENCE RELATING TO TRUSTS AND TRUSTEESHIP.

- 762. The subject matter of the trust is the thing entrusted to the person who is responsible for the safe keeping thereof, whether placed on trust for safe keeping in pursuance of an express contract, such as a contract of deposit for safe keeping, or by implication, as in the case of a thing taken on hire or borrowed, or intention, as where wind blows into the house of a certain person the property of such person's neighbour. Such property does not become property deposited for safe keeping with the owner of the house, since there is no contract to that effect, but is held by him on trust.
- 763. By deposit for safe keeping is meant handing property to any particular person in order that it may be kept safely.
- 764. By delivery for safe keeping is meant handing over one's own property to some other person for safe keeping. The person handing over such property is called the person delivering and the person accepting such property is called the custodian or keeper.
- 765. By loan for use is meant conferring upon somebody the usufruct of a thing gratuitously, that is to say, without payment.
- 766. By loaning for use is meant giving on loan in order what the usufruct of the loan may be enjoyed.
- 767. By taking a loan for use is meant accepting a loan in order that the usufruct of the thing borrowed may be enjoyed.

CHAPTER I. GENERAL.

- 768. A trust is not subject to compensation. That is to say, if the trustee is not guilty of any wrongful act or negligence and the subject of the trust is destroyed or lost, the trustee is not obliged to make the loss.
- 769. If any person finds anything in the highway or in any other place and keeps such thing as his own, he is considered to be a person wrongfully appropriating property. Consequently, if such property is destroyed or lost, even without such person's wrongful act or negligence, he is obliged to make good the loss. But if he takes it with the intention of restoring it to owner thereof, and it is known who such person is, such property is held in trust while in his possession and must be restored to its rightful owner. If the owner thereof is unknown, such property is lost property and is held in trust by the finder.
- 770. The finder of lost property must make known the fact that he has found such property, and must keep it in his possession on trust until such time as the owner appears and proves that such property is his, the property in question must be handed over to him.
- 771. In the event of property belonging to one being destroyed accidentally while in the possession of another, and such person has taken such property without the permission of the owner, the loss must be in any case be made good by the former. If such property is taken with the permission of the owner thereof, the person so taking the property is under no such obligation to make good the loss, since he held such property on trust. But in the case of property purchased on approval as to price, the price of which has been fixed, the loss must be made good. **Examples:-**
 - (1) A takes a cup from a china shop of his own accord. The cup falls from his hand and is broken. A must make good the loss. If he takes it with the permission of the owner, and it is accidentally destroyed by falling from A's hand while in the act of inspecting the cup, A is not obliged to make the loss. But if such cup falls upon a number of other cups and the latter are also broken, the loss thereof must be made good. AS regards the first cup, however, there is no need to make good the loss, since it was held in trust. If A enquires the price of the cup, however, and the shopkeeper informs him of the price thereof, and tell him to take it, and A does in fact take it in his hand and it falls to the ground and is broken, A must make good the loss.
 - (2) A is drinking sherbet and while doing so drops the glass belonging to the sherbet vendor, and it is broken. A is not obliged to make good the loss, since the glass is in his possession on trust as a loan for use. But if the glass was dropped as a result of some improper use, A is obliged to make good the loss.
- 772. Permission given by implication is the same as permission given explicitly. But in the presence of an express prohibition, any permission given by implication is of no effect. **Example:-** A enters B's house with the latter's permission. A is permitted by implication to drink water by means of a glass which he finds in the house. If the glass falls from A's hand while he is drinking the water and is broken, a need not make good the loss. But if the owner of the house tells A not to touch the glass and A does so in spite of the prohibition, and the glass falls and is broken, A must make good the loss.

CHAPTER II. DEPOSIT FOR SAFE KEEPING.

SECTION I. CONCLUSION OF THE CONTRACT OF DEPOSIT FOR SAFE KEEPING AND CONDITIONS RELATING THERETO.

- 773. A contract of deposit for safe keeping may be concluded by offer and acceptance either expressly or by implication. **Examples:-**
 - (1) A informs B that he has deposited with him for safe keeping certain property of which he is the owner, or that he has placed such property with him on trust, and the person with whom such property is deposited agrees thereto. An express contract for the deposit of a thing for safe keeping has been concluded.
 - (2) A enters an inn and asks the inn-keeper where he should tie up his animal. The latter shows him a certain place and A ties his animal up there. A contract for deposit for safe keeping has been concluded by implication.
 - (3) A leaves certain property with a shopkeeper. The shopkeeper is aware thereof, and keeps silence. The property in question is deposited for safe keeping with the shop keeper, however, declines to keep the property, no contract for safe keeping is concluded.
 - (4) A leaves property of his with certain persons for safe keeping. The property in question is deposited for safe keeping with all of such persons. But if such persons leave the place in question one by one, such property is deposited for safe keeping with the last remaining person, who is responsible for its preservation.
- 774. The person making the deposit for safe keeping and the person so receiving it may either of them cancel the contract of deposit for safe keeping at any time they wish.
- 775. The thing deposited for safe keeping must be capable of possession and delivery. Consequently, a deposit for safe keeping of a bird in the air is invalid.
- 776. The person making the deposit for safe keeping and the person so receiving it must be of sound mind and perfect understanding, though they need not have arrived at the age of puberty. Consequently, a madman or a minor of imperfect understanding cannot validly make or receive a deposit for safe keeping. A deposit for safe keeping or the receipt thereof by a minor of perfect understanding, however, who has been duly authorised thereunto, is valid.

SECTION II. EFFECT OF MAKING A DEPOSIT FOR SAFE KEEPING AND OF MAKING GOOD ANY LOSS ARISING THEREFROM.

- 777. The thing deposited for safe keeping is a trust in the possession of the person receiving such thing. Consequently, if it is destroyed or lost without the fault or negligence of the person keeping such thing, there is no necessity to make good the loss. But if such thing has been deposited for safe keeping in consideration of payment of a fee, and the thing has been destroyed or lost owing to some cause which might have been avoided, the loss must be made good. **Examples:-**
 - (1) A watch is entrusted to A for safe keeping, and A accidentally drops and breaks it. A cannot be called upon to make good the loss. But if A threads on the watch or drops something on it and it is broken, A must make good the loss.
 - (2) A entrust certain property to B for safe keeping and pays him a fee for doing so. Later, the property is stolen. The person receiving such property must make good the loss, since it arose from a cause which could have been avoided.
- 778. If the servant of the person receiving property for safe keeping drops something on to such property and it is destroyed, the servant must make good the loss.
- 779. The person receiving the property for safe keeping may not perform any act with regard to such property which he is not authorised to do by the owner thereof.

- 780. The person receiving property for safe keeping must keep such property personally and as though it were his own property, or cause it to be kept by some person in whom he has confidence. If such property is destroyed or lost while in the negligence on his part, neither he nor the person receiving the property for safe keeping may be called upon to make good the loss.
- 781. The person receiving property for safe keeping may keep such property in the place where he keeps his own property.
- 782. The property entrusted for safe keeping must be kept in the same way as articles similar thereto are kept. Consequently, placing property such as cash and jewels in such places as stables and barns amounts to negligence, and if they are destroyed or lost while there, the loss must be made good.
- 783. If the persons receiving property for safe keeping are several, and the property deposited for safe keeping is not capable of division, one of them may keep such property with the permission of the others, or they keep it in turn. If the property entrusted for safe keeping in these circumstances is destroyed without any fault or negligence, none of them may be called upon to make good the loss. If the property deposited for safe keeping, however, is capable of division, the persons receiving such property may divide it among themselves equally, each person keeping his own share. No one of them may give his share to any other person for safekeeping unless he obtains the permission of the person who has deposited his property with him. If he does so, and it is destroyed or lost without fault or negligence while in such other person's possession, the latter is not liable to make good the loss, but the former may be called upon to do so in respect to his share.
- 784. If any condition contained in the contract of deposit for safe keeping is capable of execution and beneficial, such condition is valid, if not it is null and void.yvT Examples:-
 - (1). A contract of deposit for the safe keeping of certain property is drawn up subject to the condition that such property is to be kept in the house of the person receiving such property. A fire breaks out, and the property has to be transferred to another place. The becomes invalid; and if the property after having been transferred to such other place is destroyed or lost without any fault or negligence, there is no obligation to make good the loss.
 - (2). A person entrusts property to another for safe keeping, instructing the latter to keep such property, and forbids him to entrust it to his wife or his son, or to a servant, or to a person to whom he has entrusted his own property, and such person is forced to disobey his instruction. The prohibition becomes invalid. If the property entrusted to such person in these circumstances is destroyed or lost, without any fault or negligence, there is no need to make good the loss. If he was under no necessity to do so, however, the loss must be made good.
 - (3). A contract of deposit for safe keeping is concluded subject to the condition that the property shall be kept in a particular room of the house. The person receiving such property stores it in another room. If such rooms are identical the one with the other, as regards safety, the condition is invalid; and if the property entrusted for safe keeping is destroyed in these circumstances, there is no need to make good the loss. But if one room differs from the other, as where one is made of stone and the other of wood, the condition is invalid and the person to whom the property is entrusted is bound to store the property in a room which is inferior to the room agreed upon as regards safety, and the property is destroyed, the loss must be made good.
- 785. If the owner of the property deposited for safe keeping is absent, and it is known whether he is alive or dead, the person receiving such thing must keep it until such time as it is proved that he is dead. If the property is of such nature, however, that it would spoil by being kept, it may be sold by the order of the Court, and such person may then keep the proceeds on trust. If the property is not sold and is ruined, there is no need to make good the loss.
- 786. The owner of a thing deposited for safe keeping which requires maintenance, such as a horse or a cow, is responsible for the maintenance thereof. In the event of the absence of the owner, the person receiving such thing for safe keeping may apply to the Court, which will decide upon the most suitable and useful manner for the owner in which to deal with the matter. Thus if the property can be let on hire, the person receiving the property can be let it on hire, subject to the approval of the Court, and may provide for its maintenance out of the proceeds, or may sell it for an estimated price. If it is not capable of being let on hire, he may, subject to the price forthwith, or after having provided for the maintenance thereof from his own property for a period of three days, the expenses incurred in connection with the three days upkeep being charged to the owner. If he incurs such expenditure without the sanction of the Court, however, he cannot recover it from the person depositing property for safe keeping.
- 787. If the property deposited for safe keeping is destroyed or the value thereof diminished by the fault or negligence of the person entrusted therewith, such person must make good the loss.yvT s Examples :-
 - (1). The person to whom money is entrusted for safe keeping uses such money for his own purposes. He must make good for the loss. If he spends a purse of money in this manner which has been left with him on trust, and afterwards replaces it with money of his own, and it is later lost without any fault or negligence on his part, he is nevertheless liable to make good the loss.
 - (2).A person to whom an animal has been entrusted for safe keeping rides the animal without the permission of the owner, and such animal is destroyed either by riding it in some manner, or for some other reason, or for no reason at all, or such animal is stolen while on the road. Such person must make good the loss.
 - (3). A person to whom property has been entrusted for safe keeping fails to transport the property entrusted to him to some other place upon the outbreak of a fire, although able to do so, and such property is destroyed by the fire. Such person must make good the loss.
- 788. If the person to whom property has been entrusted for safe keeping mixes such property without the permission of the owner with other property in such a manner that it cannot be distinguished therefrom, such person is guilty of negligence. Consequently, if the person to whom a quantity of gold pounds have been entrusted for safe keeping,mixes them without permission with gold pounds of his own, or with gold pounds delivered to him for safe keeping by some other person, and they are lost or stolen, he must make good the loss. Again, if any other than the person to whom they have been entrusted for safe keeping so mixes them, such person must make good the loss.
- 789. If the person to whom property has been entrusted for safe keeping mixes such property with the permission of the owner thereof with other property as is stated in the preceding Article, or if, without any fault on his part two pieces of property are mixed together in such a way that they cannot be distinguished the one from the other, as for example, where a purse of money which is delivered for safe keeping is put in a box and the purse is torn and the gold coins therein are mixed with other gold coins, the person to whom they have been entrusted for safe keeping and the owner become joint owners of the total amount of such coins in proportion to their shares. In these circumstances, if the coins are destroyed or lost without fault or negligence, there is no need to make good the loss.
- 790. The person to whom property has been entrusted for safe keeping may not transfer such property for safe keeping to any other person without permission. If he does so, and the property is destroyed, he must make good the loss. If the property is destroyed owing to the fault or negligence of the second person, the owner of the property may at his option claim to have the loss made good from either the second or the first. If he recovers from the first person, the latter has a right of recourse against the second.
- 791. If the person to whom property has been entrusted for the safe keeping deposits such property with some other person, and the owner of the property adopts the transaction, the first person is replaced by the second.
- 792. The person to whom property has been entrusted for safe keeping may, with the permission of the owner thereof, use such property or let it on hire, or lend it,or give it on pledge. If he does so without the permission of the owner, however, and such property is destroyed or lost while in the possession of the person taking it on hire, or the borrower, or the pledgee, or the value thereof is decreased, the person to whom the property has been entrusted for safe keeping must make good the loss.
- 793. If the person to whom money has been delivered on trust lends and delivers such money to some other person without permission, and the owner thereof does not adopt such transaction, the person to whom the money has been entrusted must make good any loss incurred. Again, if he repays a debt owing to some other person who has entrusted money to him out of such money, and the owner does not agree, he must make good the loss.
- 794. Upon the owner of the property entrusted for safe keeping asking for the return thereof, such property must be restored to him. Any charges and expenses occasioned thereby must be borne by the owner of the property. If the owner asks for the return of his property and the person to whom it has been entrusted fails to restore it to him, and the property is destroyed or lost, such person must make good the loss. But if the property is not restored by reason of some lawful excuse, as for example where the property is in some remote place when its return is asked for and it is destroyed or lost, there is then no liability to make good the loss.
- 795. The person to whom property has been entrusted for safe keeping may restore such property himself or by means of some person on whom he relies. If he returns the property through the latter, and before delivery to the owner, such property is destroyed or lost without any fault or negligence, there is no liability to make good the loss.
- 796. If two persons who are joint owners of various pieces of property deposit such property with any person for safekeeping, and one of the joint owners, in the absence of the other, requests delivery of his share from such person, the latter may restore to such joint owner his share of the property, providing they are things the like of which can be found in the market, but not otherwise.
- 797. The property delivered for safe keeping must be returned at the place where it was handed over for safe keeping.yvT A Example:- Goods handed over for safe keeping at Constantinople must be returned in Constantinople. The person to whom they have been entrusted cannot be obliged to hand them over to adrianople.
- 798. Any usufruct of the property deposited for safe keeping belongs to the owner.yvT u Example:- The, or the milk or the wool of an animal handed over for safe keeping belongs to the owner of such animal.
- 799. If a person who has deposited money for safe keeping is absent, any person dependent upon such person for support may apply to the Court for an order that a certain sum may be set aside therefrom for him; and if the person with whom such money has been so deposited pays such to him by way of maintenance, he is in no way liable. He

is liable, however, if he does so without the order of the Court.

- 800. If the person to whom property is entrusted for safe keeping goes mad, and there is little hope of his recovery, and if the thing deposited for safe keeping prior to such person's madness is itself no longer in existence, the owner of such property may, upon producing a reliable guarantor, have the loss made good from the mad person's property. Should he recover from his madness, however, and allege that the property deposited has been returned to the owner thereof, or that such property has been destroyed or lost without any fault or negligence on his part, and should such statement be confirmed on oath, the money which has been taken must be returned.
- 801. If upon the death of the person to whom a thing has been entrusted for safe keeping such thing is found among the estate of the deceased, it is held on trust by the heir, and must be returned to the owner. If it cannot be found in the estate of the deceased person, however, and the heirs are able to prove that such person during his lifetime had stated that he had returned such thing to the owner thereof, or that it had been lost without any wrongful act on his part, there is no need to make good the loss.

Again if the heirs state that they know the thing that was handed over for safe keeping, and describe it, and allege that it was lost after the death of the person to whom it had been entrusted, without any fault or negligence on their part, and such statement is confirmed on oath, there is no need to make good for the loss. If the person to whom the thing has been entrusted dies without making any statement as to the condition of the property entrusted to him, the value thereof must be paid out of the estate, in the same manner as other debts.

Similarly, if the heirs fail to describe the thing which has been entrusted for safe keeping and merely state that they know of such thing and that it was lost, such statement, unless proved, is of no effect, and the value of such thing must be paid from the estate.

- 802. Upon the death of the person who has entrusted a thing for safe keeping, such thing must be handed to the heirs. If the estate is overwhelmed with debts, however, the matter must be referred to the Court. If the matter is not so referred, and the person to whom such thing has been entrusted hands it over to the heirs, who consume the same, the person to whom it has been entrusted for safe keeping must make good the loss.
- 803. Should it be necessary to make good the loss of the thing entrusted for safe keeping, and such thing is one the like of which can be found in the market, a similar thing must be given. If it is a thing the like of which cannot be found in the market, the value of such thing at the time it was lost must be made good.

CHAPTER III. PROPERTY LENT FOR USE.

SECTION I. THE CONTRACT OF LOAN FOR USE AND CONDITIONS RELATING THERETO.

- 804. A contract of loan for use is concluded by offer and acceptance and by conduct.yvT W Example:- A tells B that he has lent him certain property for use or that he has made him a loan for use and B accepts, or without making any statement takes such thing. A contract has been concluded for a loan for use. Again, A asks B to lend him certain property to use and B lends him such property. A contract of loan for use is concluded.
- 805. The silence of the person giving the loan is not considered to be acceptance. Consequently, if one person asks another to lend him a thing for use, and the owner of such thing keeps silence, and the other takes it, such person becomes a person wrongfully appropriating property.
- 806. The person lending the thing for use may at any time withdraw from the contract.
- 807. A contract of loan for use is cancelled upon the death of either the person giving or the person taking the thing on loan for use.
- 808. The thing given of loan for use must be capable of enjoyment. Consequently, the giving or taking of a runaway animal on loan for use is invalid.
- 809. The person giving and the person taking a thing on loan for use must be of sound mind and perfect understanding. They need not have arrived at the age of puberty. Consequently, a madman or a minor of imperfect understanding cannot conclude a valid contract for giving or taking a thing on loan for use. A minor who has received permission from his tutor, however, may do so.
- 810. Taking delivery is essential to the validity of a contract of loan for use. The contract is devoid of effect before delivery.
- 811. The thing given on loan for use must be clearly defined.yvT

Example:- A contract is concluded for a loan for the use of one of two horses without stating which one or without giving an option for selection. The contract is invalid. The person making the loan must state which one he gives on loan. But if he gives the person taking the horse on loan the option of selecting whichever one he likes, the contract is valid.

SECTION II. EFFECT OF A CONTRACT OF LOAN FOR USE AND COMPENSATION FOR LOSS SUSTAINED IN CONNECTION THEREWITH.

- 812. The person to whom a thing has been lent for use becomes owner of the usufruct thereof without giving anything in return. Consequently, the person giving the thing on loan cannot demand any payment from the person taking such thing on loan after he has used it.
- 813. The thing lent for use is on trust while in the possession of the person to whom it has been lent. If it is destroyed without any fault or negligence, or if the value thereof is decreased, there is no need to make good the loss. Examples:-
 - (1). A person to whom a mirror has been lent for use accidentally drops it or slips and knocks it with his foot and it is broken. There is no need to make good the loss.
 - (2). A carpet lent for use is accidentally stained by something dropping on it so that its value is decreased. There is no need to make good the loss.
- 814. If the thing lent for use is destroyed or the value thereof decreased owing to any fault or negligence, or for any reason whatsoever on the part of the person receiving such thing, the loss must be made good. yvT -
Examples:-
 - (1). An animal is lent to A to go to a certain place with the proviso that he shall take two days to reach that place. He arrives there in one day and the animal is destroyed or is rendered so weak that its value is diminished. A must make good the loss.
 - (2). A borrows an animal to go to a certain place. On arrival there he continues his journey on the animal and it dies a natural death. A must make good for the loss.
 - (3). A borrows a necklace and puts it round the neck of a child. A leaves the child without anyone to look after it and the necklace is stolen. If the child is able to look after the thing which it is wearing, there is no need to make good the loss, but if the child is incapable of doing so, the loss must be made good.
- 815. Expenses occasioned by the upkeep of the thing lent must be borne by the person to whom it is lent. Consequently, if the person who borrows an animal fails to provide fodder for such animal and it dies, such person must make good the loss.
- 816. In the case of an absolute contract of loan for use, that is to say, when the person granting the loan makes no stipulation as to time or place or the use to which the thing lent is to be put, the person borrowing the thing may use such thing at any time or in any place he wishes, subject, however, to custom. Examples:-
 - (1). A lends B his horse absolutely as stated above. B can ride the horse whenever he likes, and to whichever place he likes. He may not ride it to a place in one hour, however, which by custom takes two hours to reach.
 - (2). A lends B the room of an inn absolutely. B may, if he wishes, live in it or store goods in it. But he may not, contrary to custom, carry on the trade of a blacksmith therein.
- 817. If the loan for use is restricted as to time and place, the restriction is valid and the person to whom the loan is made not act contravention thereof.yvT ♦ Example:- An animal borrowed for riding for a period of three hours, may not be ridden for four; and an animal borrowed to go to a specific place may not be taken to some other place.
- 818. If the loan for use is restricted as to the use to which it may be put, the person to whom it is lent may not put it to any more exacting use. But if it is out to a similar or less exacting use, the breach of the restriction is valid.yvT b Examples -:
 - (1). An animal is borrowed to carry a load of corn iron or stone may not be loaded on him. A load equal to or lighter than the weight of corn may, however, be loaded on him.
 - (2). A load may not be placed upon an animal which has been borrowed for riding. An animal which has been borrowed to carry loads, however, may be used for riding.

- 819. If the person making the loan makes it absolutely, without specifying the person to whom it is lent may use it as he likes. That is to say, he may use it himself or he may lend it to another person to use, and this, whether the thing lent is one which is not changed by the person using it, such a room, or one that is so changed such as a horse for riding.yvT + Examples:-
 (1). A tells B that he has lent him his room. The person to whom the room is lent may either live in the room himself or let some other person live therein.
 (2). A tells B that he has lent him a certain horse. B may either live in the room himself or let some other person ride him.
- 820. The person who is to enjoy may validly be specified in the case of things which change with the change of persons using such things. This is not the case with things which do not so change. If the person making the loan, however, states that it is not to be given to any other person, the person to whom such thing is loaned may not under any circumstances cause it to be used by another.yvT ^ Example:- A tells B that he has lent him a certain horse to ride. The person to whom it is lent may not give it to his servant to ride. But if A tells B that he has lent him a room in which to live, B can live in it himself or let some other person live in it. He may not do so, however, if A has told him not to allow any other person to live there.
- 821. If an animal is borrowed to go to a certain place, and there are several roads leading thereto, the borrower can proceed along whichever of the roads he likes in accordance with custom. But if he proceeds along a road which it is not customary to use, and the animal is destroyed, he must make good the loss. Again, if the borrower uses a road other than that prescribed by the lender and the animal is destroyed, the borrower must make good the loss if the road used by him is longer or less than that prescribed by the lender, or not customarily used.
- 822. If a person asks a woman to make him a loan for use of a thing which is the property of her husband, and she gives such thing on loan without her husband's permission, and it is lost, there is no need for either the woman or the borrower to make good the loss,if it is one of those things which are found in the wombs@s quarter of the house, and which by custom is in the possession of the wife. If the thing borrowed is not one of such things, however, but is a thing which is not in the p[ossession of woman, such as horse, the husband ma, at his option, have the loss made good by the wife or the borrower.
- 823. The borrower may not give the thing borrowed on hire, nor pledge it without the permission of the lender, nor may the borrower pledge a piece of property which has been lent to secure a loan in one town as security for a loan in another town. If he does so, and the thing lent for use is destroyed or lost, the loss must be made good.
- 824. The borrower may deposit the thing borrowed for safe keeping with some other person. If it is destroyed without any fault or negligence while in the possession of the latter, there is no need to make good for the loss.yvT
 Example :- A borrows a horse from B for the purpose of going to and returning from a certain place. Upon arrival at that place, the horse is found to be tired and unable to proceed, and B entrusts the horse to C to mind. Later the horse dies a natural death. A need not make good for the loss.
- 825. Upon the lender asking the borrower to return the thing lent, the latter must do so forthwith. If he keeps it delays returning it without any valid excuse and it is destroyed or lost, or there is a decrease in the value thereof, the borrower make good the loss.
- 828. A thing which has been lent for use for a definite period of time, whether express or implied, must be reduced to the lender in the expiration of such period. But any delay which is sanctioned by custom is excused.
 Examples :-
 (1). Ornaments are borrowed to be used on a certain day until the afternoon. When that time arrives they must be returned.
 (2). Ornaments are borrowed to be used at a certain person's wedding. When the wedding is over the ornaments must be returned. But the time ordinarily necessary for the return of the ornaments is allowed.
- 827. If a thing is borrowed for use in connection with any particular piece of work, such thing, on the completion of such work is regarded as property entrusted for safe keeping to the borrower. He may not use it in any way whatsoever and may not retain it for any period longer than is allowed by custom. If he does so and such property is destroyed, he must make good the loss.
- 828. The borrower must return the thing borrowed to the lender either personally or through some reliable person. If he returns such thing through a person who's is not reliable, and it is destroyed or lost, he must make good the loss.
- 829. Things borrowed for use which are of great value, such as jewels, must be returned to the lender personally. In other cases, however, it is sufficient to return them at the place where it is customary to do so, or to deliver them to the servant of the lender. Example:- Return of an animal borrowed for use may be effected by delivering it at the stable of the lender or by handing it over to him groom.
- 830. Upon the return of a thing borrowed for use which is in the possession of the borrower, all expenses occasioned thereby, including cost of transport, must be borne by the borrower.
- 831. A piece of land may validly be lent for use for the purpose of erecting buildings or planting trees. The lender, however, may at any time go back on the loan and oblige the borrower to pull down the building goes or uproot the trees. However, if the loan is for a definite period, the lender must make good the difference between the value of the buildings and trees they were pulled down or uprooted and what would have been the value thereof at the end of the period, had they remained standing.yvT c Example:- Should the pulled down and uprooted value of buildings and trees which are pulled down and uprooted forthwith be twelve gold pounds, and the value thereof if left standing up to the end of the period be twenty gold pounds, and should the lender cause them to be pulled down or uprooted forthwith, he is obliged to pay a sum of eight gold pounds.
- 832.If land is lent for cultivation, whether for a fixed period or not, the lender cannot withdraw from the contract and demand the return of the land from borrower before the harvest.

PROMULGATED BY ROYAL IRADAH, 24, ZIL HIJJA, 1288.